

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

AMANDA M. HAWLEY, et al.,

Plaintiffs,

v.

BUSINESS COMPUTER TRAINING
INSTITUTE, INC., et al.,

Defendants.

CASE NO. C08-5055BHS

ORDER GRANTING
PLAINTIFFS' MOTION TO
QUASH ATTORNEY'S
CLAIM OF LIEN

This matter comes before the Court on Plaintiffs' Motion to Quash Attorney's Claim of Lien (Dkt. 174). The Court has considered the pleadings filed in support of and in opposition to the motion and the remainder of the file and hereby grants the motion for the reasons stated herein.

I. FACTUAL AND PROCEDURAL BACKGROUND

On January 30, 2008, this matter was removed to federal court. Dkt. 1. Plaintiffs brought this suit on behalf of former Oregon students of the Business Computer Training Institute, Inc. ("BCTI"), alleging that BCTI made material misrepresentations that its training programs would train students to become business professionals and prepare them for high-paying jobs in high-tech computer careers; for office administration positions using computers; or for positions as web designers, network administrators, hardware repair technicians and software help-desk specialists with the intent of inducing

1 Plaintiffs to enroll in the programs. Dkt. 1 at 10. Plaintiffs contended that BCTI
2 conferred certificates on students regardless of their academic performance and enrolled
3 students in order to acquire governmental funding. *Id.* at 11-12. According to Plaintiffs,
4 BCTI did not fulfill its representations with regard to career counseling, reasonable job
5 placement assistance, or referrals from BCTI. *Id.* at 13.

6 On March 27, 2009, the parties filed a Notice of Settlement. Dkt. 168. On June
7 23, 2009, attorney Thaddeus P. Martin filed a Notice of Attorney's Claim of Lien. Dkt.
8 170.

9 On January 28, 2010, Plaintiffs filed a Motion to Quash Attorney's Claim of Lien.
10 Dkt. 174. On February 8, 2010, Mr. Martin responded. Dkt. 175. On February 12, 2010,
11 Plaintiffs replied. Dkt. 179. On February 17, 2010, Mr. Martin filed a surreply. Dkt.
12 181.

13 The attorney's lien arises from a contract between Mr. Martin and Plaintiffs'
14 counsel, Darrell L. Cochran. *See* Dkt. 174-3, Declaration of Darrell Cochran ("Cochran
15 Decl."), Exh. 1 (signed contract). The contract states, in relevant part, that "Thaddeus P.
16 Martin and Darrell L. Cochran hereby agree to a fee split of the *Wright v. BCTI* class
17 action case (and any corollary case related to this case)" *Id.* The *Wright* case
18 involved Defendant BCTI and students at its Washington campuses while the instant case
19 involves students at Defendant BCTI's Oregon campuses. *See* Dkt. 180, Declaration of
20 James Beck, ¶¶ 4-7.

21 With regard to work that Mr. Martin completed on the case before the Court, Mr.
22 Cochran claims that Mr. Martin did not represent any Plaintiff in this matter and did no
23 work on this matter. Cochran Decl., ¶¶ 11-12. Mr. Martin does not dispute that he did
24 no work on the case before the Court or that he was not an attorney of record in this case.
25 Mr. Martin, however, claims that he remained "ready to receive work" and that Mr.
26 Cochran "refused to allow" Mr. Martin to work on this case. Dkt. 176, Declaration of
27
28

Thaddeus P. Martin, ¶ 20. Mr. Martin now asks the Court to enforce the contract in such a way as to award him a contingency fee for no work done.

II. DISCUSSION

The attorney's lien statute in Washington reads in part as follows:

(1) An attorney has a lien for his or her compensation, whether specially agreed upon or implied, as hereinafter provided:

(d) Upon an action, including one pursued by arbitration or mediation, and its proceeds after the commencement thereof to the extent of the value of **any services performed by the attorney in the action**, or if the **services were rendered** under a special agreement, for the sum due under such agreement; and

(e) Upon a judgment to the extent of the value of any services performed by the attorney in the action, or if **the services were rendered** under a special agreement, for the sum due under such agreement, from the time of filing notice of such lien or claim with the clerk of the court in which such judgment is entered, which notice must be filed with the papers in the action in which such judgment was rendered, and an entry made in the execution docket, showing name of claimant, amount claimed and date of filing notice.

RCW 60.40.010 (emphasis added).

In this case, Mr. Martin has failed to submit any evidence (1) that he is an attorney of record in this action; (2) that any Plaintiff has consented to his representation in this action; or (3) that his services were either performed or rendered in this action.

Therefore, the Court grants Plaintiffs' motion to quash Mr. Martin's lien because Mr. Martin has failed to show that he has "a lien for his . . . compensation"

III. ORDER

Therefore, it is hereby

ORDERED that Plaintiff's Motion to Quash Attorney's Claim of Lien (Dkt. 174) is **GRANTED**.

DATED this 31st day of March, 2010.



BENJAMIN H. SETTLE
United States District Judge